

1 **Michael E. Boyd**
2 **5439 Soquel Drive**
3 **Soquel, CA 95073**
4 **Phone: (408) 891-9677**
5 **E-mail: michaelboyd@sbcglobal.net**
6 **In Pro Per**

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

7 In re:
8 RESIDENTIAL CAPITAL, LLC, et al.,
9 Debtors.

Case No. 12-12020 (MG)
Chapter 11
Jointly Administered

10 **ADDENDUM TO ANSWER IN OPPOSITION OF MICHAEL BOYD**
11 **SECURED CLAIMANT # 960 TO RESCAP BORROWER CLAIMS**
12 **TRUST'S SEVENTY-FIFTH OMNIBUS OBJECTION TO CLAIMS (NO**
13 **LIABILITY BORROWER CLAIMS) (THE "OMNIBUS OBJECTION")**

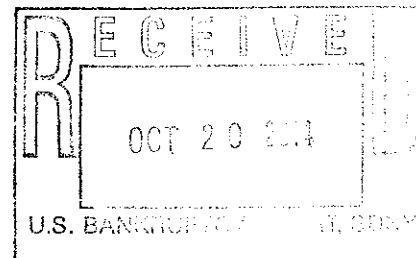
14
15 Please incorporate the attached signed Affidavit of William J. Paatalo as an Addendum to Exhibit
16 B of Claimant's *Answer in Opposition to the ResCap Borrower Claims Trust's Seventy-Fifth*
17 *Omnibus Objection to Claims (No Liability Borrower Claims) (the "Omnibus Objection")*, filed
18 by Debtors September 17, 2014.

19 **Affidavit of Michael Boyd**

20 The original signed version of the Affidavit of William J. Paatalo was en route via the mail and is
21 being submitted immediately upon receipt today. The prior submitted Exhibit B of Claimant's
22 *Answer in Opposition to the ResCap Borrower Claims Trust's Seventy-Fifth Omnibus Objection*
23 *to Claims (No Liability Borrower Claims) (the "Omnibus Objection")* Affidavit of William J.
24 Paatalo, was submitted to the Court unsigned.

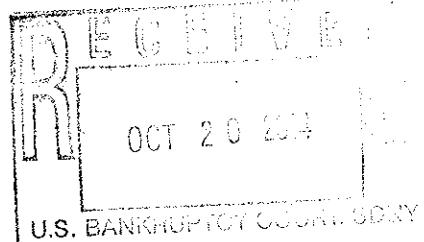
25
26 I swear under penalty of perjury that the above is true and correct. Executed on October 17, 2012
27 at Soquel, California.

28 /s/ Michael E. Boyd
29 Michael E. Boyd
30 5439 Soquel Drive
31 Soquel, CA 95073
32 Phone: (408) 891-9677
E-mail: michaelboyd@sbcglobal.net



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2
3 **AFFIDAVIT OF WILLIAM J. PAATALO**
4

5
6
7 STATE OF MONTANA
8 COUNTY OF STILLWATER



9 BEFORE ME this day personally appeared William Paatalo, who, being first
10 duly sworn and taking an oath, deposes and says as follows:
11

12 1. I am an Oregon licensed private investigator under ORS 703.430, and
13 have met the necessary requirements under ORS 703.415. My Oregon PSID number is
14 49411.
15

16 2. I am over the age of eighteen years, am of sound mind, having never been
17 convicted of a felony or a crime or moral turpitude. I am competent in all respects to
18 make this Affidavit. I have personal knowledge of the matters declared herein, and if
19 called to testify, I could and would competently testify thereto.
20
21

22 3. I have 17 years combined experience in law enforcement and the
23 mortgage industry. My Resume ("CV") is attached as "**Exhibit 1.**"
24

25 4. I have worked exclusively over the last 4 - years investigating foreclosure
26 fraud, chain of title, and issues related to the securitization of residential and
27 commercial mortgage loans, and have spent more than 8,000 hours conducting
28

1 investigatory research specifically related to mortgage securitization and chain of title
2 analysis. I have performed such analyses for residential real estate located in many
3 states, including, but not limited to Washington, Oregon, California, Arizona, Nevada,
4 Florida, Ohio, Montana, New Jersey, and several other states.
5

6 5. As of this date, I have conducted over 700 investigations in this area.
7

8 6. As a result of my education and experience I am familiar with and have
9 sufficient training and expertise to qualify as an expert.
10

11 7. I have testified as an expert in state and federal judicial proceedings in
12 various jurisdictions throughout the United States. Most recently, I was admitted to
13 testify as an expert witness on August 11, 2014 at a hearing in the following Ohio case:
14

15 Washington Mutual Bank fka Washington Mutual Bank, F.A. v. Jon A. Smetana, et al., In The Court of
16 Common Pleas, Cuyahoga County, Ohio Case No. CV-08-652392.
17

18 8. My securitization analysis here involves the factual aspects of
19 securitization. My research methods are not considered scientific in nature.
20

21 9. In performing this investigation, I relied upon publicly recorded
22 documents, documents filed with the Securities & Exchange Commission ("SEC"),
23 and data using my ABSNet subscription; a globally recognized software program used
24 by institutional investors in mortgage-backed securities.
25

26 10. I was retained by Michael Boyd to review the chain of title and
27
28

1 securitization of two loans originated by "Plaza Home Mortgage, Inc." The first loan
2 was originated on or about December 22, 2006 for the property located at 1090-1092
3 Lakebird Drive, Sunnyvale, CA 94089 (hereinafter "Sunnyvale") and the second loan
4 was originated on or about January 16, 2007 for the property located at 5439 Soquel
5 Drive, Soquel, CA 95073 (hereinafter "Soquel.")
6

7
8 11. I was asked to point out any discrepancies or issues of fact regarding
9 the chain of title and securitization of the subject Deeds of Trust and Notes / debts. The
10 following documents were inspected and marked as exhibits:
11

12 • Link to the "Pooling & Servicing Agreement" (PSA) for "Harborview
13 2007-4" Trust (HVMLT 2007-4) filed with the Securities & Exchange Commission on
14 06/14/2007:
15

16 <http://www.secinfo.com/d12TC3.u11vh.d.htm#1stPage>
17

18 • Link to the "424(b)(5) Prospectus Supplement" for "Harborview 2007-4"
19 Trust (HVMLT 2007-4) filed with the Securities & Exchange Commission on
20 06/15/2007:
21

22 <http://www.secinfo.com/d12TC3.uVAs.htm#1stPage>
23

24 **Exhibit 2** – Boyd - Loan Trust Capture - Soquel

25 **Exhibit 3** – Boyd - Loan Level Data within the "Harborview 2007-4"
26 (HVMLT 2007- 4.) - Soquel
27

28 **Exhibit 4** – Assignments - Soquel

3. Affidavit of William J. Paatalo

1 **Exhibit 5** – Note - Soquel

2 **Exhibit 6** - HVMLT 2007-4 – January 19, 2012 Remittance Report, Pg.22.

3 **Exhibit 7-** HVMLT 2007-4 – March 19, 2012 Remittance Report, Pg.22.

4 **Exhibit 8** - HVMLT 2007-4 – July 19, 2012 Remittance Report, Pg.22.

5 **Exhibit 9** - HVMLT 2007-4 – September 19, 2012 Remittance Report,

6
7
8 Pg.20.

9 **Exhibit 10** – Loan Trust Capture – Sunnyvale

10 **Exhibit 11** – Assignments – Sunnyvale

11 **Exhibit 12** – Note – Sunnyvale

12 **Exhibit 13** - Boyd - Loan Level Data within the “Harborview 2007-4”

13
14
15 (HVMLT 2007- 4.) - Sunnyvale

16
17 12. Within a reasonable degree of investigative certainty, my professional
18 opinions are as follows:

19 a. The HVMLT 2007-4 Trust failed to perfect its ownership interest in the
20 subject Deeds of Trust and Notes; as the “Depositor,” and only entity allowed to sell
21 the assets to the HVMLT 2007-4 Trust (Greenwich Capital Acceptance, Inc.), and the
22 Trust’s “Seller” (Greenwich Capital Financial Products, Inc.) are missing in both
23 chains of title. Furthermore, the Notes for each loan that were attached to the proof of
24 claims during the Boyd Bankruptcy (U.S. BK Ct. No. Dist. CA – Case No. 11-61311-
25
26
27
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1 SLJ) do not contain endorsements as required in the HVMLT 2007-4 Trust Agreement,
2 as no endorsements appear on the “face” of either document. Dubious endorsements,
3 one of which is illegible, are provided on blank sheets of paper that have no connection
4 to the notes.
5

6 b. The Boyd debts, which appear in “Bankruptcy” status as of
7 10/14/2014 within the HVMLT 2007-4 Trust are not in default. All payments “due” on
8 the debts are being timely paid to, and received by, the certificateholders /investors in
9 the HVMLT 2007-4 Trust during the pendency of the Boyd bankruptcy.
10
11

12 **EVIDENCE IN SUPPORT OF OPINION “A.”**

13 13. Attached as “**Exhibits 4 & 11**” are the assignments for both Boyd
14 Deeds of Trust. Each of the most recent assignments are called “amended
15 assignments” naming the Assignee as “*Deutsche Bank National Trust Company,*
16 *Solely as Trustee for Harborview Mortgage Loan Pass-Through Certificates, Series*
17 *2007-4.*” The Soquel amended assignment is executed on 03/27/2012 and the
18 Sunnyvale’s is executed on 06/19/2012.
19
20
21

22 14. I located the HVMLT 2007-4 Trust “Prospectus Supplement” (link
23 above) filed with the SEC on 06/15/2007. According to this document, the “Cut-Off
24 Date” for assets to be sold and conveyed to the Trust was May 1, 2007.
25

26 15. The only entity (*emphasis added*) allowed to sell the loans
27
28

1 to the HVMLT 2007-4 Trust was the "Depositor" – "Greenwich Capital Acceptance,
2 Inc." Furthermore, the "Depositor" was to first purchase and acquire (*emphasis added*)
3 the Boyd notes and Deeds of Trust from the "Seller" – "Greenwich Capital Financial
4 Products, Inc." These transaction were to have occurred on or before the Trust's
5 closing date.
6

7
8 16. The Trust Agreement (PSA) identifies the Trust participants as follows
9 on Pg. VI:

10 This Pooling and Servicing Agreement is dated as of May 1, 2007 (the "**Agreement**"), among
11 GREENWICH CAPITAL ACCEPTANCE, INC., a Delaware corporation, as depositor (the
12 "**Depositor**"), GREENWICH CAPITAL FINANCIAL PRODUCTS, INC., a New York corporation,
13 as seller (the "**Seller**"), WELLS FARGO BANK, N.A., a national banking association, as master
14 servicer (in such capacity, the "**Master Servicer**") and as securities administrator (in such capacity,
15 the "**Securities Administrator**"), CLAYTON FIXED INCOME SERVICES INC., as credit risk
16 manager (the "*Credit Risk Manager*") and DEUTSCHE BANK NATIONAL TRUST COMPANY, a
national banking association, as trustee and a custodian (the "**Trustee**").

17 17. In addition, the PSA describes the process for how the Trust's assets
18 were to be sold and conveyed to the Trust in "Section 2.01." The "Depositor" was the
19 party responsible for transferring, assigning, and conveying the assets to the Trust. Per
20 the PSA:
21

22
23 **Section 2.01 Conveyance of Mortgage Loans.**

24 (a) The Depositor, concurrently with the execution and delivery hereof, does hereby
25 transfer, assign, set over and otherwise convey to the Trustee without recourse for the benefit of the
26 Certificateholders all the right, title and interest of the Depositor, including any security interest
27 therein for the benefit of the Depositor, in and to (i) each Initial Mortgage Loan identified on the
28 Mortgage Loan Schedule[.] (Pg. 63)

1 In connection with such transfer and assignment, the Seller, on behalf of the Depositor, does
2 hereby deliver on the Closing Date, unless otherwise specified in this Section 2.01, to, and deposit
3 with the Trustee, or the related Custodian as its designated agent, the following documents or
4 instruments with respect to each Mortgage Loan (a "**Mortgage File**") so transferred and assigned:

- 5 (i) the original Mortgage Note, endorsed either on its face or by allonge attached thereto in
6 blank or in the following form: "*Pay to the order of Deutsche Bank National Trust*
7 *Company, as Trustee for HarborView Mortgage Loan Trust Mortgage Loan Pass-*
8 *Through Certificates, Series 2007-4, without recourse*", or with respect to any lost
9 Mortgage Note, an original Lost Note Affidavit stating that the original Mortgage Note
10 was lost, misplaced or destroyed, together with a copy of the related Mortgage Note;
11 (Pg. 64)

12 18. It is my opinion that the sales transactions of the Boyd Deeds of Trust
13 and Notes / debts to the HVMLT 2007-4 Trust never occurred, and that the attempted
14 assignments to the Trust years after the Trust's Closing Date not only contravene the
15 Trust Agreement, they completely bypass the "Seller" (Greenwich Capital Financial
16 Products, Inc.) and the "Depositor" (Greenwich Capital Acceptance, Inc.) in the chain
17 of title.

18 19. Furthermore, attached as **Exhibits 5 & 12** are both Notes that, upon
19 information and belief, were attached to the Proof's of Claim in the Boyd Bankruptcy
20 case in Northern California.

21 20. Each of the notes contain 5 (five) pages marked as "1 of 5" through "5
22 of 5." Nowhere on the "face" of either document are there any endorsements as
23 required by the PSA language in Sec. 2.01 above. Each Proof of Claim does contain a
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1 blank piece of paper with endorsements on each, but these documents have no
2 connection to the actual notes, nor are the documents dated or marked "6 of 6."

3
4 21. In addition, one of the endorsements is completely illegible.

5 22. From experience in the mortgage industry, and having investigated
6 more than 700 cases to date, endorsements are to be placed on the "face" of the
7 signature page of the note(s), and if no room exists, then an "Allonge" is to be affixed
8 permanently to the Note. This did not happen.
9

10 **EVIDENCE IN SUPPORT OF OPINION "B"**
11

12 23. I identified the subject loans / debts within the HVMLT 2007-4 Trust
13 using my subscription to ABSNet; a globally recognized software database utilized by
14 institutional investors in mortgage-backed securities. (See attached **Exhibits 2 & 10.**)
15

16 24. It should be noted that the presence of the loan(s) data within the Trust only
17 proves an intent to have securitized the loans / debts. It does not prove ownership of
18 the Notes and Deeds of Trust.
19

20 25. Attached as **Exhibits 6 - 9** are the pages from the HVMLT 2007-4
21 monthly "Remittance Reports" for January 2012, March 2012, July 2012, and
22 September 2014 which I also retrieved from ABSNet.
23

24 26. These Remittance Reports come directly from the HVMLT 2007-4
25 Trust's Securities Administrator and Master Servicer "Wells Fargo Bank, N.A." which
26 is shown in the upper right corner of the documents.
27
28

1 27. According to the Remittance Report Exhibits, the Trust began
2 reporting both of the Boyd loans / debts as being in "Bankruptcy" status beginning in
3 January 2012. The following "Approximate Delinquent Interest" balances for each
4 loan is provided in sequence as follows"

	<u>Soquel #1701055</u>	<u>Sunnyvale #1612127</u>
5 January 19, 2012	\$64,231.65	\$30,588.35
6 March 19, 2012	\$70,267.98	\$30,024.60
7 July 19, 2012	\$68,765.64	\$25,469.16
8 September 19, 2014	\$59,445.77	\$23,319.40

9 28. The reason for the declining balances is that the servicer / master
10 servicer is making all delinquent payments of P&I on the Boyd debt to the
11 certificateholders / investors in the HVMLT 2007-4 Trust.

12 29. Attached as **Exhibits 3 & 13** is the internal loan level data for each of
13 the Boyd loans / debts. Pages 20 & 21 to each of these exhibits show the following:

	<u>Soquel #1701055</u>	<u>Sunnyvale #1612127</u>
14 Monthly Servicer Advance:	\$1,555.79	\$1,238.66
15 Non-Stop Advances:	\$55,637.90	\$21,234.16

16 30. Therefore it is my opinion, should the HVMLT 2007-4 Trust be

1 deemed the proper beneficiary, that no default against the beneficiary has occurred. All
2 payments "due" have consistently been made and continue to be made to the
3 beneficiary / investors.
4

5 31. To the best of my knowledge, these payments being made to and
6 received by the alleged beneficiary, have not been disclosed to the Court.
7
8

9 **Further affiant sayeth not.**
10

11 By: William J. Paatalo
12 William J. Paatalo

13 SWORN TO AND SUBSCRIBED before me on this 14 day of
14 October, 2014 by William J. Paatalo, who produced the following
15 identification: Driver License and who took an oath.

16
17 My commission expires: 12-6-2015

18 Barbara C. Jones
19 Notary Public – State of Montana
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